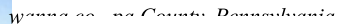


Exhibit A



BACK

Position to Page: [

Bottom

Kayla Chludzinski
213 Charles Street
Old Forge, PA 18518,
Plaintiff,

v.

Radius Global Solutions, LLC
7831 Glenroy Road, Suite 250
Edina, MN 55439,
Defendant.

MAURI B. KELLY
LACKAWANNA COUNTY
IN THE LACKAWANNA COUNTY
COURT OF COMMON PLEAS

2021 NOV - 1
Civil Action Law
A 10: 03

CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

JURY TRIAL DEMANDED

PRAECIPE FOR SUMMONS

TO THE CLERK OF JUDICIAL RECORDS:

Kindly issue a Summons in the Civil Action in the above-captioned case.

Brett M. Freeman

Date: October 29, 2021

Brett M. Freeman: PA 308834
Attorney for Plaintiff
Sabatini Freeman, LLC
216 N. Blakely St.
Dunmore, PA 18512
(570) 341-9000

REISSUE

MAR 22 2022

DATE

MAURI B. KELLY
CLERK OF JUDICIAL RECORDS

SUMMONS IN CIVIL ACTION

TO RADIUS GLOBAL SOLUTIONS, LLC

You are notified that the Plaintiff has commenced an action against you.

SEAL OF
THE
COURT

NOV 01 2021

Date: _____

Mauri B. Kelly

By: _____

Kayla Chludzinski,
Plaintiff

v.

Radius Global Solutions, LLC
Defendant

MAURI B. KELLY
LACKAWANNA COUNTY JURY TRIAL DEMANDED

2022 MAR 22 PM 1:28 Civil Action Law

CLERKS OF JUDICIAL
RECORDS CIVIL DIVISION

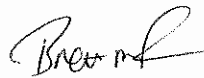
Court of Common Pleas
of Lackawanna County

No. 21-cv-4675

PRAECIPE TO REINSTATE SUMMONS

To the Clerk of Judicial Records:

Kindly reinstate the Summons filed in the above-captioned matter.



Brett Freeman
Attorney for Plaintiff
ID #: PA 308834
Sabatini Freeman, LLC
216 N. Blakely St.
Dunmore, PA 18512
(570) 341-9000

Kayla Chludzinski
213 Charles Street
Old Forge, PA 18518

Plaintiff

v.

Radius Global Solutions, LLC
7831 Glenroy Road, Suite 250
Edina, MN 55439

Defendant

MAURI B. KELLY
IN THE LACKAWANNA COUNTY
COURT OF COMMON PLEAS
LACKAWANNA COUNTY

2022 MAY 20 P 2:11

Civil Action

No. 21-cv-4675

CLERK OF
JUDICIAL RECORDS
CIVIL DIVISION
Jury Trial Demanded

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by plaintiff(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Northeastern Pennsylvania Legal Services
33 North Main Street, Suite 200
Pittston, PA 18640
Telephone (570) 299-4100

Kayla Chludzinski,
Plaintiff

v.

Radius Global Solutions, LLC,
Defendant

IN THE LACKAWANNA COUNTY
COURT OF COMMON PLEAS

Docket No. 21-cv-4675

COMPLAINT

I. INTRODUCTION

1. This is an action for damages brought by an individual consumer for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (hereinafter "the Act"). Defendant illegally disclosed information about Plaintiff to a third-party, in direct violation of the Act.

II. JURISDICTION AND VENUE

2. Jurisdiction of this Court is proper pursuant to 15 U.S.C. § 1692k(d), which permits an action under the Act to be brought in any court of competent jurisdiction.

3. Venue in this Court is proper in that Plaintiff resides here, the conduct complained of occurred here, and Defendant transacts business here.

III. PARTIES

4. Plaintiff is a natural person residing at 213 Charles Street, Old Forge, PA, 18518.

5. Plaintiff is, and at all relevant times was, a "consumer" as defined by 15 U.S.C. § 1692a(3).

6. Radius Global Solutions, LLC is an entity with an address of 7831 Glenroy Road, Suite 250, Edina, MN 55439.

7. The principal purpose of Defendant's business is the collection of debts.

8. Defendant has reason to believe that a non-trivial portion of the accounts that it collects are for obligations for which the money, property, insurance or services which were the subjects of the transactions were primarily for personal, family, or household purposes.

9. Defendant has reason to believe that it is probably true that the principal purpose of its business is the collection of "debt" as that term is defined by 15 U.S.C. § 1692a(5).

10. Defendant regularly attempts to collect debts asserted to be due to another. The term "debt" is used in this allegation as that term is defined by 15 U.S.C. § 1692a(5).

11. Defendant is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

IV. STATEMENT OF CLAIM

12. The foregoing paragraphs are incorporated herein by reference.

13. Congress enacted the Act to prevent real harm. Congress found that "abusive debt collection practices [we]re carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce." 15 U.S.C. § 1692(d).

14. One of the abusive debt collection practices the Act was designed to curb was "invasions of individual privacy." 15 U.S.C. § 1692(a).

15. In order to help achieve this goal, the Act prohibits, absent a few exceptions not relevant to the present matter, a debt collector from communicating with a third-party in connection with the collection of a debt. 15 U.S.C. § 1692c(b).

16. Radius Global Solutions, LLC is a company which was attempting to collect an alleged debt ("the Debt") from Plaintiff.

17. On or shortly before November 14, 2020, Radius Global Solutions, LLC decided to send a letter to Plaintiff regarding the Debt.

18. However, rather than preparing and mailing the letter to Plaintiff on its own, Radius Global Solutions, LLC chose to utilize a third-party vendor to perform these services on its behalf. The factual contentions in this paragraph will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

19. As part of this process, Radius Global Solutions, LLC conveyed information regarding the Debt to the third-party vendor.

20. The information Radius Global Solutions, LLC conveyed to the third-party included Plaintiff's name, address, status as a debtor, as well as the precise amount of the Debt and the entity to which Plaintiff allegedly owed the Debt.

21. The conveyance of this information to the third-party constituted a "communication" as that term is defined in 15 U.S.C. § 1692a(2).

22. The conveyance of this information to the third-party was a communication made in connection with the collection of a debt. *Hunstein v. Preferred Collection & Mgmt. Servs., Inc.*, 17 F.4th 1016 (11th Cir.), *reh'g en banc granted, opinion vacated*, 17 F.4th 1103 (11th Cir. 2021)(rehearing pending); *Khimmat v. Weltman, Weinberg and Reis Co., LPA*, 2022 WL 356561 (E.D. Pa. Feb. 7, 2022).

23. The third-party then, at the direction of Radius Global Solutions, LLC, utilized this information to generate and mail a letter to Plaintiff.

24. This collection letter was a "communication" as that term is defined in 15 U.S.C. § 1692a(2).

25. The collection letter was mailed on or about November 14, 2020. A redacted copy of this collection letter is attached as Exhibit A.

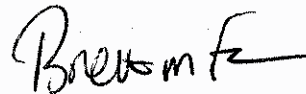
26. Plaintiff never consented to Radius Global Solutions, LLC communicating with the third-party vendor in connection with the collection of the Debt.

27. By improperly conveying information regarding Plaintiff to a third-party in connection with the collection of a debt, Radius Global Solutions, LLC violated 15 U.S.C. § 1692c(b). *See Hunstein v. Preferred Collection & Mgmt. Servs., Inc.*, 17 F.4th 1016 (11th Cir.), *reh'g en banc granted, opinion vacated*, 17 F.4th 1103 (11th Cir. 2021)(rehearing pending); *Khimmat v. Weltman, Weinberg and Reis Co., LPA*, 2022 WL 356561 (E.D. Pa. Feb. 7, 2022).

WHEREFORE, Plaintiff demands judgment against Defendant for statutory damages of no more than \$1,000.00, costs, attorney's fees, and such other and further relief as deemed just and proper.

V. DEMAND FOR JURY TRIAL

28. Plaintiff demands a trial by jury as to all issues so triable.

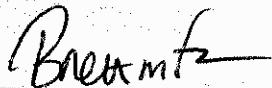


Brett Freeman
Bar Number: PA 308834
Sabatini Freeman, LLC
216 N. Blakely St.
Dunmore, PA 18512
Attorney for Plaintiff
Phone (570) 341-9000

CERTIFICATION OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the*

Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



Brett Freeman
Bar Number: PA 308834
Sabatini Freeman, LLC
216 N. Blakely St.
Dunmore, PA 18512
Attorney for Plaintiff
Phone (570) 341-9000

EXHIBIT A

Letter Dated November 14, 2020

P.O. Box 390905
Minneapolis, MN 55439
Mail Code CBNK

radius
Global
Solutions LLC

Radius Reference Number: 005-F10838843
Balance Due: \$2,673.27



KAYLA CHLUDZINSKI
213 CHARLES ST
OLD FORGE PA 18518-1705

Radius Global Solutions
P.O. Box 390905
Minneapolis, MN 55439

November 14, 2020
Radius Reference Number: [REDACTED]
Account #: [REDACTED]
Balance Due: \$2,673.27

Customer Service: 877-418-2254 ext 3146

OFFICE HOURS: MON - FRI: 8AM - 5PM CENTRAL TIME
Creditor: CITIBANK, N.A.
Regarding: My Best Buy® Visa®

Account Balance: \$2,673.27

Dear Kayla Chludzinski,

CITIBANK, N.A. authorized Radius Global Solutions to collect this debt on their behalf. We are aware of today's economic climate and the challenges you may be facing. We pride ourselves on being a problem solving leader in this industry and we are confident we can find a resolution to this account that is mutually agreeable for all involved. This may even include a possible resolution for less than the balance owed. The resolution may include a multi-payment option as well. Please contact us to resolve the above referenced account and know that we are always interested in hearing any repayment suggestions that you feel are fair and affordable. This offer does not affect your rights set forth below. Make check payable to GCU.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

We look forward to hearing from you.

Thank you,

Radius Global Solutions
877-418-2254 ext 3146

Payment Methods

Online: paymentportal.radiusgs.com using the account information referenced above and pin number 93064

Phone: 877-418-2254 ext 3146

Mail: P.O. Box 390905, Minneapolis, MN 55439

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.
This communication is sent to you by Radius Global Solutions LLC, a debt collector.
Radius Global Solutions LLC accepts relay calls. TTY Service users Dial 711.
Calls to or from this company are recorded and may be monitored.
Our physical address is: 7831 Glenroy Rd, Suite 250 Minneapolis, MN 55439.

Verification of Complaint and Certification by Plaintiff

Plaintiff, Kayla Chludzinski, being duly sworn according to law, deposes as follows:

1. I am a plaintiff in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass the Defendant, cause unnecessary delay to the Defendant, or create a needless increase in the cost of litigation to the Defendant, named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05-12-2022

Kayla Chludzinski

Kayla Chludzinski, Plaintiff